



GENERAL TERMS AND CONDITIONS OF SERVICES OF QUIERO UNA TATA

I. Purpose

This contract aims to regulate the terms and conditions of the services offered by **QUIERO UNA TATA, S.L.**, a company duly incorporated and validly existing under the laws of Spain, with registered office at **C/ Guatemala 12, 3B (Madrid, Spain)**, tax identification number **B72576242**, and registered in the **Commercial Registry of Madrid, volume 44000, folio 180, entry 1 of sheet M-776187** (hereinafter referred to as **QUIERO UNA TATA**).

This document establishes and regulates the **Terms and Conditions** under which **QUIERO UNA TATA** operates by **pre-selecting DOMESTIC SERVICE providers**. These conditions shall apply to household employees actively seeking employment who wish to find work through **QUIERO UNA TATA** (hereinafter referred to as **TATAS, the TATA**—in singular—or **DOMESTIC SERVICE**).

Before formalizing the selection process through **QUIERO UNA TATA**, the **TATAS** declare and confirm that they are of legal age and acknowledge these **General Terms and Conditions**, which they expressly and fully accept.

II. Services of QUIERO UNA TATA

QUIERO UNA TATA operates by pre-selecting **DOMESTIC SERVICE** providers who wish to offer their services to potential **CLIENTS** of **QUIERO UNA TATA**. The **CLIENT** will always be the one to select the **TATA** they wish to hire.

The hiring process will be carried out entirely independently and without any involvement from **QUIERO UNA TATA**, whose role will conclude with the submission of resumes (**CVs**) and the organization of interviews with **TATAS** who meet the requirements set by the **CLIENT**. **QUIERO UNA TATA** assumes no direct or indirect responsibility for the hiring or non-hiring of the **DOMESTIC SERVICE** providers whose **CVs** have been submitted, nor for any contractual relationship that may arise between the **CLIENT** and the **TATA**.

III. Selection Criteria to Join QUIERO UNA TATA

The **TATAS** can contact **QUIERO UNA TATA** via **phone call, WhatsApp, email**, and/or the **contact form** available on the website: <https://quierounatata.es/contacto/>.

Once contact is established between **QUIERO UNA TATA** and the **DOMESTIC SERVICE** provider, a **telephone or in-person interview** will be conducted. The purpose of this interview is to assess the candidate's **skills, knowledge, and availability for work**. During the interview, **QUIERO UNA TATA** will create a **CV** for the **TATAS** based on the information they provide. The details of this procedure will be outlined in section **3.1**.



After the interview and with prior **consent**, the **TATAS** will be added to a **WhatsApp group** named "**QUIERO UNA TATA**", which is owned and managed by **QUIERO UNA TATA** (hereinafter referred to as the **WHATSAPP GROUP**). **QUIERO UNA TATA** reserves the right to **admit or remove** any participant from the **WHATSAPP GROUP** at any time. Likewise, the **TATAS** may leave the **WHATSAPP GROUP** at their discretion.

Job offers (**OFERTAS DE EMPLEO**) will be published in the **WHATSAPP GROUP**. By accepting membership in the **WHATSAPP GROUP**, the **TATAS** agree to be bound by and adhere to the **terms and conditions of use** established by **QUIERO UNA TATA**.

Membership in the **WHATSAPP GROUP** managed by **QUIERO UNA TATA** is **free of charge**, and the **TATAS** will not be required to pay any fee or subscription for their participation.

The **JOB OFFERS** (**OFERTAS DE EMPLEO**) published in the **WHATSAPP GROUP** are exclusively intended for the members of that group. Any **TATA** who **forwards** the **JOB OFFERS** outside the **WHATSAPP GROUP** will be **automatically removed** from it.

3.1 Criteria for CV Preparation

During a **phone call, video call, or in-person interview**, **QUIERO UNA TATA** will create the **TATAS' CVs** using personal data deemed relevant for the **CLIENT**, such as: full name, age, phone number, area of residence, nationality, whether they have children and their ages, allergies to any animals, work experience duration, previous job references, types of services provided in Spain and abroad, languages spoken, educational background.

The **TATAS** declare that the information provided is **true and accurate**. However, **QUIERO UNA TATA** will verify previous job references and will assume the **good faith** of the information provided by both the **TATAS** and third parties.

QUIERO UNA TATA assumes **no obligation** and disclaims all **responsibility** for any **false or inaccurate** information in the CV that has not been subsequently verified by the **CLIENT**.

IV. Job Offers

The **CLIENT** will inform **QUIERO UNA TATA** about the specific **TATA profile** they need to hire according to their requirements (hereinafter referred to as the **JOB OFFER**). **QUIERO UNA TATA** will then publish the **JOB OFFER** in the **WHATSAPP GROUP**.

The **TATAS** will confirm their **interest and availability** for the **JOB OFFER** posted. With prior **consent**, **QUIERO UNA TATA** will conduct a **pre-selection** of the most suitable candidates and send their **CVs** to the **CLIENT**, who will ultimately select and hire one of them.



V. Profiles and Types of TATAS the CLIENT Can Hire

5.1. Live-in TATAS (TATAS INTERNAS)

Live-in TATAS are **TATAS** who reside with the **CLIENT** and their family, taking responsibility for essential household tasks, such as: daily cleaning, cooking, ironing, laundry.

Additionally, depending on the family's needs, they may also assist in caring for **young children** or **elderly family members**. **Live-in TATAS** provide the most **comprehensive support** for families.

5.2. Live-out TATAS (TATAS EXTERNAS)

Live-out TATAS are **TATAS** who return to their own homes after completing their workday. They are usually responsible for performing essential household tasks, such as: daily cleaning, cooking, ironing, laundry.

Additionally, if required, they may also assist in caring for **young children** or **elderly family members**.

5.3. Hourly TATAS (TATAS POR HORAS)

Hourly TATAS are **TATAS** who are paid per hour worked. As a result, they do **not** have the right to **vacation time** or any of the benefits associated with permanent staff.

5.4. Substitute TATAS (TATAS SUPLENTE)

Substitute TATAS temporarily replace **live-in, live-out, or hourly TATAS** who are on **vacation, sick leave, or maternity leave**.

QUIERO UNA TATA will not, in any way, intervene or mediate in the **terms and conditions** of the contract between the **TATAS** and the **CLIENT**.

VI. Obligations, Prohibitions, and Liability Exemptions

6.1. Obligations of the TATAS

The **TATAS** have various obligations, which will be determined and agreed upon according to the **CLIENT's** needs. These include:

- Providing **accurate and verifiable** information about their professional experience.
- Performing services with **the highest quality and ethical standards**.
- Being **punctual** and respecting the **internal rules** of the **CLIENT** and their family.
- Refraining from offering **direct or indirect services** that differ from those contracted by the **CLIENT**.



The **TATAS** will be **solely responsible** for any **false or inaccurate** statements they make and for any **harm or damage** this may cause to **QUIERO UNA TATA** or the **CLIENT**.

Regarding **data protection**, the **TATAS** must:

- **Handle** any personal data they access in accordance with the **Privacy Policy** of **QUIERO UNA TATA**, the **instructions provided**, and the **applicable data protection regulations**.
- **Safeguard** any personal data they access, ensuring its **confidentiality** and preventing unauthorized third parties from gaining access.

6.2. Prohibitions for the TATAS

The **TATAS** are expressly prohibited from:

- Providing services **other than** those covered under **QUIERO UNA TATA's** offerings, which include, among others:
 - **Childcare**
 - **Household services** such as cooking and cleaning
 - **Support for school activities** (homework, language tutoring)
 - **Assistance with extracurricular activities** (escorting children to sports, private lessons, etc.)
- Making **defamatory, obscene, inappropriate, disrespectful, offensive, or racist** remarks or comments of any kind about the **CLIENT** of **QUIERO UNA TATA**.
- Making **defamatory, obscene, inappropriate, disrespectful, offensive, or racist** remarks or comments of any kind about the **team members and other members** of **QUIERO UNA TATA**.
- Making **defamatory, obscene, inappropriate, disrespectful, offensive, or racist** remarks or comments of any kind to **third parties who are NOT part of QUIERO UNA TATA**.
 - Sharing **confidential or personal information** such as: **names, addresses, emails, phone numbers, details about minors, schedules, activities, or routines of the CLIENT**
 - With the **QUIERO UNA TATA team** or **third parties** who are NOT part of the organization.
- Lying or **concealing information** regarding **criminal, police, or medical records** or falsifying any **public or private documents** to gain any **personal benefit**.

In the event that a **TATA** violates any of the previously stated prohibitions, **QUIERO UNA TATA** shall have the right to **immediately terminate** the service **without prior notice** and **unilaterally**.



Additionally, **QUIERO UNA TATA** reserves the right to take any **legal and judicial actions** necessary to **protect its rights and legitimate interests**, depending on the circumstances.

6.3. Obligations of QUIERO UNA TATA

- **Protect and safeguard** the **personal information** provided by the **TATAS**.
- **Manage job offers** posted in the **WHATSAPP GROUP** with **transparency, objectivity, and ethical standards**.
- **Cooperate with and provide information** to **judicial and law enforcement authorities** if any **crime or illegal activity** is identified or suspected during the provision of its services.

6.4. Exemptions of Liability for QUIERO UNA TATA

- **QUIERO UNA TATA** is **not responsible** for the **accuracy, validity, or truthfulness** of job postings published on behalf of the **CLIENT** for the **TATAS**, nor for the **quality of services** provided by the **TATAS** to the **CLIENT**.
- **QUIERO UNA TATA** assumes **no responsibility** for the **employment contract** agreed upon between the **TATAS** and the **CLIENT**, nor for the **working conditions**, which are voluntarily agreed upon and signed between both parties **without the intervention of QUIERO UNA TATA**.
- **QUIERO UNA TATA** is **not liable** for **delays in payments** or any **contractual breaches** between the **CLIENT** and the **TATAS**.
- **QUIERO UNA TATA** is **not responsible** for **inappropriate behavior** by either the **CLIENT** or the **DOMESTIC WORKER**, as defined in the **Terms and Conditions** for both parties.

VII. Entry into Force and Start of Service

This contract shall come into effect **once the TATAS contact QUIERO UNA TATA**, undergo an **interview**, have their **CV created**, and **accept** the **Terms and Conditions** provided by **QUIERO UNA TATA**.



VIII. Complaints and Customer Service

For any **questions, suggestions, or complaints** related to the services offered by **QUIERO UNA TATA**, the **TATAS** may contact the company **free of charge** during the following hours:

- **Monday to Thursday:** 9:30 AM – 2:30 PM and 5:00 PM – 8:30 PM
- **Friday:** 9:00 AM – 3:00 PM
- **Closed on public holidays**

Contact numbers:

 **+34 671 0867 77**

 **+34 625 40 34 47**

IX. Modifications

These **General Terms and Conditions** may be **modified at any time** by **QUIERO UNA TATA**. Any **changes** will be:

- **Published on the official website**
- **Sent via WhatsApp** at least **30 days before** they take effect

However, **essential modifications** will **not affect existing contracts** unless the **TATA** has **expressly accepted the modified conditions**.

X. Applicable Law and Jurisdiction

These **Terms and Conditions** shall be governed by **Spanish law**, which shall apply to all matters related to their **validity, interpretation, execution, and compliance**.

For any disputes arising from the services provided, **QUIERO UNA TATA** and the **TATAS** expressly submit to the **Courts and Tribunals of Madrid Capital**, waiving any other jurisdiction that may apply.